



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

RIGHTS OF LANDLORD AGAINST TENANT WHEN PART OF THE DEMISED PROPERTY HAS, WITHOUT FRAUD, BEEN INCLUDED IN A PRIOR LEASE TO A THIRD PARTY. — (*From Prof. Gray's Lectures.*) — In *Neale v. Mackenzie* (1 M. & W. 747), the second lease was by parol, and expired before the first. The Court held that as to the part carried by the first lease, the second lease was utterly void; and, as the rent was reserved in respect of all the land professed to be demised, that the landlord was not entitled to distrain for the whole or any part of the rent.

In *Ecclesiastical Commissioners v. O'Connor* (9 Ir. Com. L. Rep. 242), the second lease was under seal, and extended beyond the time of the expiration of the first lease. It was held that the second lease operated as a demise of the reversion of the part covered by the first lease, with the rent incident thereto, and conveyed to the tenant the whole interest in respect of which the rent was reserved. The landlord was accordingly allowed to recover the entire rent.

The manifest injustice of refusing to the landlord any compensation for the occupation of his property when the portion from which the tenant was excluded was, perhaps, of little or no value, and the exclusion caused by a mere mistake as to boundaries, is only partially met by the decision in *Ecclesiastical Commissioners v. O'Connor*. The injustice is the same whether the second lease be written or oral, or for a longer or a shorter term than the first, or if the first conveyance is in fee. A more equitable rule is indicated by Nelson, C. J., in *Lawrence v. French* (25 Wend. 442), where, while he decides that the landlord may not distrain for any part of the *rent*, he suggests that he may obtain compensation for the use and occupation of his premises under a *quantum meruit*.

CORRESPONDENCE.

TWO RECENT "TRUST" CASES.

CINCINNATI, OHIO.

BEARING on some of the questions raised by Mr. F. J. Stimson, in his interesting article on "Trusts," in the October number of the REVIEW, permit me to call attention to two decisions of the Superior Court of Cincinnati, in general term. The first was the case of *Geo. Hafer* against the N.Y., L.E., & W. R.R. Co. *et al.*, reported in 14 Weekly Law Bulletin, 68. The facts were as follows: Holders of a majority of the stock of the Cincinnati, Hamilton, & Dayton Railroad Company, through three of their number whom they appointed their trustees for the purpose, made a contract with the New York, Lake Erie, & Western Railroad Company and Hugh J. Jewett, its president, by which it was agreed that their stock should be registered on the books of the company in the name of Jewett; that Jewett should, from time to time, deliver to the appointee of the board of directors of the N.Y., L.E., & W. R.R. Co. an irrevocable proxy to vote these shares at the election of directors of the C., H., & D. R.R. Co.; the certificates, though registered in the name of Jewett, were to remain in the custody of the three trustees, who were to issue to the